

**ADDENDUM # 1**  
**Emergency Services Contract**  
**2019.101**  
**Peachtree City Water and Sewerage Authority**

<b>Bids Due:</b>	November 27, 2018 at 2:30 p.m.
<b>Cost of Plans &amp; Specs:</b>	\$25.00(Electronic) / \$25.00 (Hard Copy)
<b>Bid Number</b>	<b>N/A</b>
<b>ISE Project #:</b>	<b>N/A</b>

Date: November 8, 2018

***PLEASE MAKE THE FOLLOWING CHANGES TO THE CONTRACT DOCUMENTS.  
ALL DOCUMENTS ATTACHED:***

1. Section 00 11 13 – Advertisement for Bids. **See new “advertisement for bids” attached.**
2. Section 00 21 13 – Instructions to Bidders. **See new “instructions to bidders” attached. New Instructions to Bidders contains modifications to Article 10, Article 11 and Article 14.**
3. Section 00 41 00 – Bid Form. **See new bid form attached. New Bid Form contains modified quantities, modified descriptions & modifications to Article 5.**

**END OF ADDENDUM NO. 1**

## SECTION 00 11 13

### ADVERTISEMENT FOR BIDS

Project Name: Emergency Services Contract      Date of Issue: October 22, 2018  
Project No.: n/a      Bid Date: November 27, 2018 at 2:30 PM  
Owner Contract No.: R/E 2019.101

#### Owner

Peachtree City Water & Sewerage Authority  
1127 Highway 74 South  
Peachtree City, GA 30269  
(phone) 770-487-7993  
Contact: Nathan Brooks,  
[contracts@pcwasa.org](mailto:contracts@pcwasa.org)

#### Engineer

Integrated Science & Engineering, Inc.  
1039 Sullivan Rd, Suite 200  
Newnan, GA 30265  
(phone) 678-552-2106  
Contact: Cary Dial, P.E., [cdial@intse.com](mailto:cdial@intse.com)

The Peachtree City Water & Sewerage Authority will be receiving separate sealed Bids for all material, labor and equipment for the “Emergency Services Contract”. This includes the following, with all related accessories as shown on the Construction Drawings and called for in the Contract Documents and Technical Specifications:

The Work to be done consists of furnishing all materials, equipment and labor necessary to provide EMERGENCY repair and/or construction services for the Peachtree City Water & Sewerage Authority during Fiscal Year 2019.

This contract is local funded.

Contract Documents may be examined at the following locations:

- Peachtree City Water & Sewerage Authority, 1127 Highway 74 South, Peachtree City, GA 30269 ([www.pcwasa.org](http://www.pcwasa.org))
- Integrated Science & Engineering, Inc., 1039 Sullivan Rd, Suite 200, Newnan, GA 30265 ([www.intse.com](http://www.intse.com))

To obtain a copy of bidding documents, please go to [www.pcwasa.org](http://www.pcwasa.org). Documents are available for download at no charge. However, bidders MUST submit payment for bidding documents to Peachtree City Water & Sewerage Authority in order to become qualified to submit a bid for the project. DO NOT call Peachtree City Water & Sewerage Authority for a copy of the bidding documents unless wanting to be a qualified bidder.

It is **MANDATORY** that all prospective bidders purchase the Project Manual and Construction Drawings from the office of Peachtree City Water & Sewerage Authority. A hard copy may be obtained upon non-refundable payment of \$25. An electronic copy (downloaded from the

website) may be obtained upon non-refundable payment of \$25.

It is the Bidder's responsibility to ensure they have all bidding documents and addendums from the website, and verify that payment has been received by Peachtree City Water & Sewerage Authority. For any technical questions, contact Nathan Brooks, [contracts@pcwasa.org](mailto:contracts@pcwasa.org).

Each Bidder must deposit with his bid, security in the amount of 5%, and shall be subject to the conditions provided in Section 00 21 13 "Instruction to Bidders."

Each Bidder is required to submit a "Construction Contractors Qualification Statement", "Bid Security", "Bid Form", Non-Collusion Affidavit", and "Security and Immigration Compliance Affidavit" as outlined in Section 00 22 13 "Supplementary Instructions to Bidders."

The Peachtree City Water & Sewerage Authority will receive sealed bids until November 27, 2018 at 2:30 PM at 1127 Highway 74 South, Peachtree City, GA 30269. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud. The contract will be awarded to the low, responsive, and responsible bidder with reservation of right to reject all bids. Bids may not be withdrawn by Bidders for 60 days following opening of the bids.

The project shall be Substantially Complete within n/a calendar days from the date of Notice to Proceed of the contract. Liquidated Damages shall be assessed in the amount of n/a per day for each calendar day required to achieve Substantial Completion.

The project shall be Final Complete within n/a calendar days beyond Substantial Completion. Liquidated Damages shall be assessed in the amount of n/a per day for each calendar day required to achieve Final Completion.

There will be a required "Pre-Bid" meeting on November 15, 2018 at 2:30 PM located at the Peachtree City Water & Sewerage Authority office. All contractors submitting a Bid are required to attend.

The Peachtree City Water & Sewerage Authority provides assurances to Bidder that all anticipated Federal, State, and Local Permits along with anticipated Rights of Way and Easements have been obtained or will be obtained by n/a.

The Peachtree City Water & Sewerage Authority will not issue or cause to be issued any addenda modifying the Project Manual or Construction Drawings within a period of 72 hours prior to the advertised time for opening bids, excluding Saturdays, Sundays, and State of Georgia Legal Holidays.

**END OF SECTION**

INSTRUCTIONS TO BIDDERS

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## **ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Peachtree City Water & Sewerage Authority or Integrated Science & Engineering, Inc. – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered, otherwise known as issuing office.
  - B. Business Day(s) – 24 hours measured from midnight to next midnight excluding weekend and State of Georgia observed holidays.
  - C. Calendar Day(s) – 24 hours measured from midnight to next midnight including weekend and State of Georgia observed holidays.

## **ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

## **ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five (5) business days of Owner's request, Bidder shall submit written evidence of any data requested by Owner over and above what is to be provided in Section 00 45 13 "Bidder's Qualifications."
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

## **ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

- 4.01 *Subsurface and Physical Conditions, if applicable in Section 00 31 00*
- A. The Supplementary Conditions identify:
    - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
    - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition, if applicable in Section 00 31 00*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request and subsequent approval of Owner and Property Owner, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates. Bidder to provide a description of tests, etc. prior to approval.

- 4.06 A. If a reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.
- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. if provided in Section 00 31 00, Available Project Information carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### **ARTICLE 5 – PRE-BID CONFERENCE**

- 5.01 There will be a required “Pre-Bid” meeting on November 15, 2018 at 2:30 PM located at the Peachtree City Water & Sewerage Authority office. All contractors submitting a Bid are required to attend. Representatives of Owner and Engineer will be present to discuss the Project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### **ARTICLE 6 – SITE AND OTHER AREAS**

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

#### **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing via Email Communication to Nathan Brooks, [contracts@pcwasa.org](mailto:contracts@pcwasa.org). Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda emailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than five business days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer. No Addenda shall be issued later than three business days prior to the date fixed for opening the Bids. Failure of any Bidder to receive any such Addendum shall not relieve the Bidder from any obligation under his Bid submitted. All Addenda so issued shall become a part of the Contract.



**ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% of Bidder’s maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 business days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner’s exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven calendar days after the Effective Date of the Agreement or 61 calendar days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven calendar days after the Bid opening.

**ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of calendar days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

**ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Not Used.

**ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 11.01 Not Used.

**ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five business days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost

occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.02 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

### **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

### **ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS**

- 14.01 *Lump Sum*  
A. Not Used.

#### 14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### 14.03 *Allowances*

- A. Not Used.

### **ARTICLE 15 – SUBMITTAL OF BID**

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. Or, if Bidding Documents are all electronic, it will be the Contractor's responsibility to print from online resource. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:

- A. See Section 00 22 13 for a list of documents typically required to be submitted with the Bid.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Peachtree City Water & Sewerage Authority, 1127 Highway 74 South, Peachtree City, GA 30269.

### **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

## **ARTICLE 17 – OPENING OF BIDS**

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders within five business days after the opening of Bids.

## **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

## **ARTICLE 20 – CONTRACT SECURITY AND INSURANCE**

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it

shall be accompanied by such bonds.

## **ARTICLE 21 – SIGNING OF AGREEMENT**

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 business days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten business days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

**END OF SECTION**

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: Peachtree City Water & Sewerage Authority  
1127 Highway 74 South  
Peachtree City, GA 30269

This Bid is submitted from:

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(Name and Address of Individual, Partnership, or Corporation)

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Georgia Utility Contractor No. (if applicable)

This Bid is for: Emergency Services Contract  
November 27, 2018 at 2:30 PM

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.03 The Bidder hereby agrees to commence “EMERGENCY” work under this contract according to the following conditions. The Peachtree City Water & Sewerage Authority, hereafter referred to as the Owner, hereby defines “EMERGENCY” as follows: an unforeseen situation in which there is a breakdown of service and an urgent need exists to restore such service, in order to avoid serious and adverse consequences affecting the life, health, welfare or property of the citizens of Fayette County. In the event the Owner finds an EMERGENCY situation exists, the Contractor (Bidder) shall have a representative onsite of the Project within 4 hours of notice and equipment onsite within 24 hours of notice. Should Contractor fail to be onsite within the times specified, the Owner shall have the right to assign the Project to another contractor and may additionally seek monetary damages caused by the Contractor’s failure to comply timely with the requirements of this paragraph.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 calendar days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports (if applicable) and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.
- D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- E. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**ARTICLE 4 – BIDDER’S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;



- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	FEMA Cost Code	Description	Estimated Quantity	Unit Price	Unit	Extension
<b>Mobilization / Demobilization<sup>1</sup></b>						
G.1	-----	n/a	1	\$	each	\$
<b>Equipment Rates</b>						
E.1	8011	Air Compressor, Air Delivery 103 cfm to 30 HP	8	\$	Hour	\$
E.2	8051	Board, message to 5 HP	8	\$	Hour	\$
E.3	8220	Compactor to 10 HP (walk behind)	8	\$	Hour	\$
E.4	8252	Dozer, Crawler to 160 HP	8	\$	Hour	\$
E.5	8280	Excavator, (mini) Hydraulic 0.5 c.y. bucket to 45 HP	8	\$	Hour	\$
E.6	8283	Excavator, Hydraulic 2.5 c.y. bucket to 265 HP	8	\$	Hour	\$

Item No.	FEMA Cost Code	Description	Estimated Quantity	Unit Price	Unit	Extension
E.7	8312	Generator, Prime Output 43 KW to 65 HP	8	\$	Hour	\$
E.8	8393	Loader, Wheel bucket capacity, 3 c.y. to 152 HP	8	\$	Hour	\$
E.9	8411	Mixer, Concrete Portable batching capacity, 12 Cft, 11 HP	8	\$	Hour	\$
E.10	8479	Pump, to 200 hp, hoses included	8	\$	Hour	\$
E.11	8518	Jackhammer (Wet), weight class 30-55 lbs	8	\$	Hour	\$
E.12	8542	Loader, Skid-Steer, operating capacity 3000 lbs to 85 HP	8	\$	Hour	\$
E.13	8602	Trailer, Equipment 60 ton capacity (Low Boy)	8	\$	Hour	\$
E.14	8654	GME 8-series Trenchbox	8	\$	Hour	\$
E.15	8722	Dump Truck, struck capacity 12 c.y. to 400 HP	8	\$	Hour	\$
E.16	8761	Vibrator, Concrete to 4 HP	8	\$	Hour	\$
E.17	8840	Truck, service fuel and lube up to 26,000 gwr 215-225 HP. To include chainsaw, cut-off saw, welder, small air compressor, hand tools, etc.	8	\$	Hour	\$
E.18	8870	Light Tower, Terex/Amida AL 4000 with (4) 500 watt lights with 10KW power unit to 13.5 HP	8	\$	Hour	\$
<b>ST.E</b>	<b>Subtotal for Equipment (Items E.1 – E.18)</b>					<b>\$</b>
<b>Labor Rates</b>						
L.1	-----	Project Manager, Regular Time	8	\$	Hour	\$
L.2	-----	Superintendent, Regular Time	8	\$	Hour	\$

Item No.	FEMA Cost Code	Description	Estimated Quantity	Unit Price	Unit	Extension
L.3	-----	Foreman, Regular Time	8	\$	Hour	\$
L.4	-----	Operator, Regular Time	8	\$	Hour	\$
L.5	-----	Pipe Layer, Regular Time	8	\$	Hour	\$
L.6	-----	Laborer, Regular Time	8	\$	Hour	\$
<b>ST.L</b>	<b>Subtotal for Labor (L.1 – L.6)</b>					\$
<b>M.1</b>	<b>Allowable Markup on Materials</b>		1	10%	LS	N/A
<b>TOTAL BASE BID</b>	<b>G.1 + ST.E + ST.L</b>					\$

<sup>1</sup>Cost will be allowed per each emergency occurrence not multiple times per occurrence.

**TOTAL BASE BID:** \_\_\_\_\_

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_).

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

**Bidder acknowledges that estimated ITEMS and QUANTITIES shown are not guaranteed, and are solely for the purpose of comparison of Bids. Low bidder will be selected on Base Bid above and if found responsible and responsive will be awarded the contract. The number of items was purposely limited to most likely equipment and labor encountered in an emergency. This was also done to make bidding the contract easier. Final items and quantities needed for any emergency will certainly be different and final payment for all unit price Bid items will be based on actual items and quantities encountered as provided in the Contract Documents.**

**The Bidder understands the Owner reserves the right to supply materials for EMERGENCY SERVICES Work. If the Owner provides any materials for items actually encountered or as listed in the Bid Proposal, the contractor will not be allowed to use that material cost or markup in his final invoice.**

#### **ARTICLE 6 – TIME OF COMPLETION**

6.01 N/A.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

A. All documents as outlined in Section 00 22 13 "Supplementary Instructions to Bidders."

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in Georgia is \_\_\_\_/\_\_\_\_/\_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_. *[If applicable]*

**END OF SECTION**